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2004 JUN 21 A 9:12

GERALD E. FUERST
CLERK OF COURTS
CUYAHOGA COUNTY

200410672
(ay)

COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

Judge: CAROLYN B FRIEDLAND

CV 04 534146

CitiMortgage, Inc.
1000 Technology Drive, MS 314
St. Charles, MO 63304

Plaintiff

vs.

Leonard S. Priebe
330 Calvin Drive
Seven Hills, OH 44131

Joanne M. Priebe
330 Calvin Drive
Seven Hills, OH 44131

Huntington National Bank
41 South High Street
Columbus, OH 43287

Also Serve Two Extra Copies To:
United States of America-c/o
Attorney General
U.S. Department of Justice,
Constitution & 10th Street NW,
Room 5111
Washington, DC 20530

COMPLAINT IN FORECLOSURE AND FOR REFORMATION OF MORTGAGE
[With Notice Under the Fair Debt Collection Practices Act]

Permanent Parcel No. 551-14-039

EXHIBIT 1

LSR200410672D157P1300C9

United States of America-c/o U.S.
Attorney (Cle)
Northern District of Ohio
United States Courthouse
801 W. Superior Ave., Ste. 400
Cleveland, OH 44113-9898

Dollar Bank, Federal Savings Bank
1301 East Ninth Street
Cleveland, OH 44114

Defendants.

NOTICE

The Summons attached to this Complaint advises you of certain of your rights under state law for responding to this Complaint. Among these rights is your right to serve your Answer upon Lerner, Sampson & Rothfuss within twenty-eight (28) days. If your name appears in numbered paragraph 1 below, you have additional rights under federal law to request certain information from Lerner, Sampson & Rothfuss within thirty (30) days. These time periods run at the same time and start on the day after you receive this Complaint.

The federal Fair Debt Collection Practices Act requires that Lerner, Sampson & Rothfuss provide you with the following information. The amount of the debt, as of June 9, 2004, is $5,984.84. This amount is a calculation of the figures contained in the Complaint that follows. Because of interest, late charges, and other charges that vary from day to day, the amount

200410672
(ay)

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The federal Fair Debt Collection Practices Act requires that Lerner, Sampson & Rothfuss provide you with the following information. The amount of the debt, as of June 9, 2004, is $5,984.84. This amount is a calculation of the figures contained in the Complaint that follows. Because of interest, late charges, and other charges that vary from day to day, the amount due on the day you pay will be greater. Hence, if you pay the amount shown above, an adjustment will be necessary after we receive your check.

The creditor to whom the debt is owed is the plaintiff listed above. Unless, within thirty (30) days of your receipt of this Notice, you notify Lerner, Sampson & Rothfuss that you dispute the validity of this debt or any portion of it, Lerner, Sampson & Rothfuss will assume the debt is valid. Lerner, Sampson & Rothfuss is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

If you notify Lerner, Sampson & Rothfuss in writing within thirty (30) days of the receipt of this Notice that the debt or any portion thereof is disputed, Lerner, Sampson & Rothfuss will obtain a verification of the debt and will mail a copy of that verification to you. If the creditor named as plaintiff above is not the original creditor, and if you make written request to Lerner, Sampson & Rothfuss within thirty (30) days from the receipt of this notice, Lerner, Sampson & Rothfuss will provide you with the name and address of the original creditor.

COMPLAINT

COUNT ONE

1. Plaintiff is the holder and owner of a note, the original and copies of which are currently lost. By reason of default

under the terms of the note and the mortgage securing same, plaintiff has declared the debt evidenced by said note due, and there is due thereon from the defendants, Leonard S. Priebe and Joanne M. Priebe, $2,563.75, together with interest at the rate of 8.75% per year from September 1, 2003, plus court costs, advances, and other changes, as allowed by law.

COUNT TWO

2. Plaintiff incorporates the allegations of Count One and further states that it is the holder of a mortgage, a copy of which is attached hereto as Exhibit 'A'. The mortgage was given to secure payment of the above-described note, and said mortgage constitutes a valid first lien upon the real estate described therein.

3. The mortgage was filed for record on October 25, 1974, in Volume 13988, Page 985, of the county recorder's records; it was subsequently assigned to the plaintiff herein. The conditions of defeasance contained therein have been broken, and plaintiff is entitled to have said mortgage foreclosed.

4. Plaintiff says that the defendant, United States of America, may claim an interest in the above described property by virtue of a federal tax lien against Leonard Priebe and Joanne Priebe, filed for record on 12/05/01, in Instrument No. 200112059086, of said County Recorder's Records. A copy of said federal tax lien is attached hereto as Exhibit 'B'.

5. Plaintiff says that the defendant, Huntington National Bank, may claim an interest in the above described property by virtue of a mortgage from Leonard Priebe and Joanne Priebe, filed for record on 11/28/97, in Mortgage Record Volume 97-12369, page 20, of said County Recorder's Records.

6. Plaintiff says that the defendant, Dollar Bank, Federal Savings Bank, may claim an interest in the above described property by virtue of a judgment lien against Container America, Inc., Leonard Priebe and Joseph L. Kendren, filed for record on 05/07/03, in Judgment Lien Docket No. JL-06-196405, of said County Clerk's Records.

COUNT THREE

7. Plaintiff refers to its Counts One and Two hereinabove and incorporates those allegations herein, and further says that as the result of a scrivener's error and mutual mistake of fact between the parties thereto, the mortgage executed by the defendants and delivered by him to plaintiff's predecessor in interest contained an incorrect legal description.

8. Because these mistakes were the result of a scrivener's error and mutual mistake of fact between the parties to said documents, plaintiff is entitled to have the above described mortgage reformed to have the appropriate language inserted in the appropriate place by reference; and plaintiff is further entitled to an order of this Court decreeing the property as described in

Exhibit 'C' attached hereto be sold by the sheriff of this county at sheriff's sale.

WHEREFORE, plaintiff prays for judgment against defendants, Leonard S. Priebe and Joanne M. Priebe, in the amount of $2,563.75, together with interest at the rate of 8.75% per year from September 1, 2003, plus court costs, advances, and other charges, as allowed by law; that plaintiff's mortgage be reformed as hereinabove set forth; that plaintiff's mortgage, as reformed, be adjudged a valid first lien upon the real estate described herein, that said mortgage be foreclosed; that said real property be ordered sold, and that plaintiff be paid out of the proceeds of such sale; for such other relief, legal and equitable, as may be proper and necessary; and that all the other defendants herein be required to set up their liens or interests in said real estate or be forever barred from asserting same.

Steven L. Sacks, Trial Counsel
Ohio Supreme Court Reg. #0075980
Romi T. Fox
Ohio Supreme Court Reg. #0037174
LERNER, SAMPSON & ROTHFUSS
Attorneys for CitiMortgage, Inc.
P.O. Box 5480
Cincinnati, OH 45201-5480
(513) 241-3100
(513) 241-4094 (Fax)
attyemail@lsrlaw.com

EXHIBIT A

784410

VOL 13988 PG 985

OPEN-END MORTGAGE

THIS MORTGAGE is made this 30th day of September, 19 74, between the Mortgagor, Leonard Priebe and Joanne Priebe (Husband and Wife) (herein "Borrower"), and the Mortgagee, Cuyahoga Savings Association a corporation organized and existing under the laws of Ohio, whose address is 1 Erieview Plaza, Cleveland, Ohio 44114 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Two Thousand Five Hundred & 00/100----- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 2004;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cuyahoga, State of Ohio:

And known as being Sublot No. 33 in Albert Rispo Subdivision No. 5 of part of original Independence Township Lot No. 27 Tract No. 2 East of River. As shown by the recorded plat in Volume 196 of Maps, Page 49 of Cuyahoga County Records and being a parcel of land 75 feet front on the Southerly side of Calvin Drive and extending back of equal width 150 feet, Be the same more or less, but subject to all legal highways.

1 Cleveland, Ohio October 21 19 74

For valuable consideration we hereby sell and assign to Metropolitan Mortgage Corporation of Ohio our interest in the within.

CUYAHOGA SAVINGS ASSOCIATION

By Jerome L. Stotsky, Vice President

By R. O. Schultz, Vice President

2 Cleveland, Ohio October 24 19 74

For valuable consideration we hereby sell and assign to Talman Federal Savings and Loan Association our interest in the within.

METROPOLITAN MORTGAGE CORPORATION OF OHIO

By Donald J. Madey, Vice President

By Henry W. Wolf, Treasurer

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance,

if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. *Application of Payments.* Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. *Charges; Liens.* Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. *Hazard Insurance.* Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. *Preservation and Maintenance of Property; Leaseholds; Condominiums.* Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. *Protection of Lender's Security.* If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by

applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such

proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US$ -0-

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

In Witness Whereof, Borrower has executed this Mortgage.

Witnesses:

Veronica Laniak (signature) — Leonard Priebe (signature)
Leonard Priebe —Borrower

Michael F. Forbe (signature) — Joanne Priebe (signature)
Joanne Priebe —Borrower

330 Calvin Drive
Seven Hills, Ohio
Property Address

State of Ohio, Cuyahoga County ss:

Before me, a Notary Public in and for said County, this day appeared Leonard Priebe and Joanne Priebe (Husband and Wife) who executed the above instrument and acknowledged that they did examine and read the same and they did sign it and that such signing was their free act and deed and their free act and deed in the capacities indicated by their signatures and designations.

Witness my signature and notarial seal at Cleveland, Ohio, this 30th day of September, 1974.

(signature)
Notary Public
VERONICA LANIAK
Notary Public For Cuyahoga County
My Commission Expires Aug. 17, 1975

This instrument was prepared by:
Edward T. Haggins, Attorney At Law

784410

RECORDER
MARK McELROY
COUNTY RECORDER
OCT 25 2 24 PM '74
CUYAHOGA
COUNTY RECORDS
VOL 13988 PG 985

AMERICAN MIDWEST TITLE AGENCY, INC.
ORDER NO. 71-992

369

Form 668 (Y)(c)
(Rev. October 2000)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

EXHIBIT B

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #6
Lien Unit Phone: (800) 829-3903

Serial Number
310108935

For Optional Use by Recording Office

CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY
FL 12/05/2001 03:30:56 PM
200112059086

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer LEONARD & JOANNE PRIEBE

Residence 330 CALVIN DR
SEVEN HILLS, OH 44131-2853

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1999	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	11/27/2000	12/27/2010	12753.85

Place of Filing
Recorder of Cuyahoga County
Cuyahoga County
Cleveland, OH 44113

Total $ 12753.85

This notice was prepared and signed at Cincinnati, OH, on this,

the 28th day of November, 2001.

CUYAHOGA COUNTY RECORDER
200112059086 PAGE 1 of 1

Signature [signature]
for R M OWENS

Title
ACS 31-01-0008
(800) 829-3903

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
CAT. NO 60025X

2004/10672 OH

First American Title Insurance Company

PRELIMINARY JUDICIAL REPORT

EXHIBIT

C

Judicial No.: 925230NE
Order No.: 925230NE

Prepared For: AccuTitle Agency, Inc.
Mercantile Center, 2nd floor, 120 E. Fourth Street
Cincinnati, OH 45202
Attn: Lori Aicholtz

Inquiries Should be Directed To:
First American Title Insurance Company
1111 Superior Avenue, Suite 700
Cleveland, OH 44114
(216) 479-6320

Pursuant to your request for a report for use in judicial proceedings, we have made an examination of the records of Cuyahoga County, State of Ohio, and First American Title Insurance Company for a valuable consideration, hereby guarantees, in the amount not to exceed $42,426.00 that the title to the premises hereinafter described, as appears from said records, is at the date hereof good in

Leonard Priebe and Joanne Priebe, husband and wife

Title Acquired by: Warranty Deed recorded in Volume 13681, Page 517, filed October 25, 1974

and free from all encumbrances, liens or defects, except as shown in Schedule B.

Schedule A

Description of Real Property

Situated in the City of Seven Hills, County of Cuyahoga and State of Ohio

And known as being Sublot No. 33 in Albert Rispo Subdivision No. 5 of part of Original Independence Township Lot No. 27, Tract No. 2 West of the River as shown by the recorded plat in Volume 196, Page 49 of Cuyahoga County Records, and being 75 feet front on the Southerly side of Calvin Drive, and extending back of equal width 160 feet as appears by said plat.

PROPERTY ADDRESS: 330 Calvin Drive, Seven Hills, OH 44131

End of Schedule A